

SERVICE AGREEMENT
Between
LARAMIE COUNTY & MISTER B'S HEATING AND COOLING

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Mister B's Heating and Cooling, 602 East 1st Street, Cheyenne WY 82007 (hereinafter, "CONTRACTOR").

I. PURPOSE

This Agreement is to provide planned maintenance for the walk in body cooler for the Laramie County Coroner's Office as described in Attachment A.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect for one year.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

IV. RESPONSIBILITIES OF COUNTY

CONTRACTOR shall bill COUNTY by a properly executed and detailed invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

V. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Entire Agreement: This Agreement (5 pages) and Attachment A (1 page) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Attachments, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such

status. The rights, duties and obligations contained in this Agreement shall operate only between the parties, and shall inure solely to the benefit of the parties to this Agreement.

12. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

13. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

14. **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

15. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

16. **Notices:** All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

17. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and Attachments A, the provisions and conditions set forth in this Agreement shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

Mister B's Heating and Cooling

By: _____
Authorized Signature

Date 8/11/2020

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____
Laramie County Attorney's Office

Date 8/12/2020



Expert Sales • Service • Installation • Emergency Service Available

307-634-4822 • 602 East 1st Street
Cheyenne, WY 82007

8/11/2020

Laramie County Coroner
3964 Archer Pkwy.
Cheyenne, WY 82007

BID SUMMARY

Planned maintenance proposal for walk in body cooler.
To include the following. This task will be performed 2 times per year.

- 1) Chemically clean evaporator coil.
- 2) Rinse evaporator coil with water.
- 3) Flush outdoor condenser coil with water.
- 4) Start and test system, adjust if necessary (total does not include any refrigerant if needed and will be billed separately).

PROPOSAL DOES NOT INCLUDE ANYTHING NOT CLEARLY STATED ABOVE.

Financial terms 100% due upon acceptance.



Total Price: \$ 322.24

THIS PRICE IS GOOD FOR 30 DAYS

Please sign and return a copy to the office if you accept this bid.

We look forward to serving you in the future.

NOTE: accepting this bid creates a binding contract between the parties hereto. Customer agrees to pay 100% upon completion. If the contract is not paid upon completion, the matter will be turned over for collections, and the customer will pay all Mister B's HVAC Inc collection cost, including, but not limited to, any attorney fees, late fees at \$30.00 per month, plus interest at the rate of 20% annual.

Customer Signature _____

Date _____

Printed Name _____

Date _____